

EXHIBIT 9

Appearance and Endorsement Agreement, 2011-2013

This Appearance and Endorsement Agreement (this "**Agreement**") is entered into this JANUARY 14, 2011 between ACN, Inc. of Concord, North Carolina (hereinafter referred to as "**ACN**"), and Donald J. Trump of New York, New York (hereinafter referred to as "**Mr. Trump**"). The parties agree that Mr. Trump will commit to speaking engagements at ACN International Events on the following terms:

1. Mr. Trump will appear live and speak on stage before an ACN audience at four distinct ACN Events on or before April 1, 2013 and Mr. Trump, in his sole discretion, shall have the right to fulfill this obligations hereunder by speaking at either ACN events held in the United States or internationally. The dates of the appearances will be determined by coordinating the dates of ACN's Events and the availability of Mr. Trump; the term of this Agreement (the "**Term**") will begin March 31, 2011, after Mr. Trump's appearance in Barcelona, Spain, for ACN, and will continue until April 1, 2013. It may be extended by mutual agreement of ACN and Mr. Trump to accommodate his scheduling. Each speaking event will be approximately one and one-half (1.5) hours, inclusive of the speech, question and answer session and organized meet and greet. ACN will pay Mr. Trump \$400,000 for each of the events, plus the cost of two first-class roundtrip tickets for International events, and the full amount for each event to be transferred to Mr. Trump within ten (10) days prior to a corresponding appearance. Mr. Trump and ACN will mutually agree on speech content and format. The fee for the four appearances is \$1,600,000. Mr. Trump acknowledges and agrees that ACN may video record these appearances for the internal promotion of ACN and Mr. Trump's ACN relationship, and that the footage, in an amount not to exceed ten (10) minutes ("**Appearance Footage**") without written agreement, may be used by ACN for promotion; provided however, such footage and the manner of its use must be approved by Mr. Trump, in his sole discretion. Mr. Trump will also appear one time on-camera to be taped to produce ten (10) minutes finished video content as pick-ups and greetings for the Appearance Footage, provided taping can be done at Mr. Trump's office in Trump Tower and shall take no more than one (1) hour. Mr. Trump gives ACN the right during the Term to use the Appearance Footage for the sole purpose of, and as limited by, fulfillment of this Agreement.

2. This Agreement is the entire agreement between the parties with respect to the appearances described above, and may be amended or altered only in writing, signed by both parties. This Agreement does not supersede or modify in any way the Endorsement and Speaking Agreement executed by the parties January 2009, and is intended by the parties to be in addition to that agreement. This Agreement is governed by the laws of the State of New York.

3. As stated above, the Term of this Agreement shall commence on March 31, 2011 and shall expire on March 31, 2013; provided however, that to the extent that ACN and Mr. Trump agree to extend the end date to accommodate the scheduling of appearances as described in Section 1 of this Agreement, the Term shall automatically extend to the date of the final appearance scheduled in accordance with this Agreement.

4. Notwithstanding anything to the contrary contained herein, ACN understands and agrees it shall not use Mr. Trump's name, image, likeness or voice in any manner that would hold up to ridicule Mr. Trump or any of his family members or businesses that he or they own or control, directly or indirectly, or the affiliates of such businesses (collectively the "**Trump Parties**"), or damage the name image or reputation of any of the Trump Parties.

5. ACN hereby agrees to indemnify, defend, and hold free and harmless the Trump Parties from and against any and all liabilities, claims, losses, causes of action (including without limitation under contract or tort) and reasonable out-of-pocket expenses, including, without limitation interest penalties, reasonable attorneys' fees and expenses and third party fees, and all amounts paid in the investigation, defense and/or settlement of any claims, suit proceedings, judgments, losses, damages, costs liabilities and the like (individually and collectively, "**Claims**"), which may be suffered, incurred or paid by any of the Trump Parties arising in whole or in part, directly or indirectly, from ACN's negligence or willful misconduct or action in connection with or breach of this Agreement.

ACN, Inc.

By 

Robert Stevanovski

Chairman & Co-founder, ACN, Inc.


Donald J. Trump

Chairman and President